

**2016 URBAN MASS TRANSIT PARATRANSIT ASSISTANCE CONTRACT
BETWEEN
STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION
AND THE
CITY OF WAUKESHA**

This Contract is made and entered into between the City of Waukesha, hereinafter referred to as "Recipient," and the State of Wisconsin, Department of Transportation, hereinafter referred to as "WisDOT," through the Secretary of the Department of Transportation, hereinafter referred to as "Secretary."

RECITALS

WHEREAS, sec. 85.205, Wis. Stats. creates an urban mass transit paratransit assistance program for the purpose of maintaining and maximizing paratransit service as defined by the federal Americans with Disabilities Act; and

WHEREAS, sec. 20.395(1)(hq) Wis. Stats. appropriates funds for the sec. 85.205 mass transit paratransit assistance program; and

WHEREAS, such funds are available to a local public body in an urban area that operates fixed-route complementary paratransit service; and

WHEREAS, WisDOT has determined that the Recipient meets the eligibility requirements of the sec. 85.205 mass transit paratransit assistance program, hereinafter referred to as "Paratransit System";

NOW THEREFORE, The parties hereto contract and agree as follows:

SECTION I: DEFINITIONS

- A. "Operating expenses" as used in this Contract has the meaning given under sec. 85.20(1)(g), Wis. Stats., and under sec. Trans 4.04, Wis. Admin. Code, and the cost principles published at 48 CFR 31, Federal Acquisition Regulations, and applies specifically to the recipient, subrecipients, and contractor's expenses to operate the Paratransit System for the period January 1, 2016 through December 31, 2016. Although 48 CFR 31.205-1, Federal Acquisition Regulations, does not generally recognize advertising as an allowable cost, the nature of transit service requires its promotion to be successful and effective. Consequently, advertising is specifically allowed as an operating expense for subrecipients and contractors under this contract.

SECTION II: PAYMENT BY WisDOT

- A. WisDOT agrees to pay the following sum of **\$88,724.00**:

This contract will be amended to reduce state payments, if sufficient funds are not made available under sec. 20.395, Wis. Stats.

SECTION III: RESPONSIBILITY OF RECIPIENT

- A. The Recipient shall maintain a system of accounting controls to identify, segregate, allocate, and safeguard allowable operating expenses and revenues for the Paratransit System. The recipient shall also insure that all subrecipients and contractors comply with this requirement.
- B. The Recipient shall require the Paratransit System to determine "total passenger trips" taken during the calendar year in accordance with the procedures set forth in Ch. Trans 3, Wis. Admin. Code, and with the provisions of the Transit Management Plan contained in the Recipient's 2016 application for operating assistance which is made part of this Contract by reference, and shall ensure compliance with that requirement.
- C. The Recipient shall require the Paratransit System to file quarterly transit operational reports, annual statistics and ridership reports, and other special reports as may be required by WisDOT, and shall ensure compliance with that requirement. The Recipient shall also require and ensure that all reports will be submitted in a manner and form prescribed by WisDOT.
- D. The Recipient shall, if other local public bodies contribute assistance to the operation of the Paratransit System, allocate the state aids received under this Contract among the contributors in proportion to their contributions as shown in Schedule III of this Contract.

SECTION IV: STATE DISBURSEMENTS

- A. Payments by WisDOT to the Recipient shall be made in one lump sum, subject to the allowable maximum payment under Section II.A of this Contract.
- B. WisDOT may withhold any and all payments due and owing Recipient if Recipient or Paratransit System has not filed any report required under paragraph III, E, until such time as the report is filed in the manner and form prescribed.

SECTION V: ACCOUNTING RECORDS AND WisDOT AUDITS

- A. The Recipient shall have a single, organization-wide financial and compliance audit performed by a qualified independent auditor if required to do so under federal law and regulations. See Federal Office of Management and Budget (OMB) SuperCircular 2 CFR 200.
- B. This audit shall be performed in accordance with federal OMB SuperCircular 2 CFR 200, its Compliance Supplement, and state single audit guidelines issued by the Wisconsin Department of Administration (DOA).
- C. The Recipient, subrecipients, contractors, subcontractors, and their affiliates shall maintain all documents and evidence pertaining to revenues, expenses, and cost allocations related to the Paratransit System for inspection by WisDOT or its designee during normal business hours in their respective offices for a period of three years following final contract payment. The recipient shall be responsible for insuring the compliance of all subrecipients, contractors, and affiliates with this provision.

SECTION VI: SYSTEM MANAGEMENT

- A. The Recipient shall require the Paratransit System to be managed and operated in accordance with the provisions of the Transit Management Plan made a part of this Contract by reference, and shall ensure compliance with that requirement. Modifications to the Transit Management Plan may be proposed by either the Recipient or WisDOT.
- B. A request by the Recipient to modify the Transit Management Plan must be submitted in writing to WisDOT in a manner prescribed by WisDOT, and must be received by WisDOT at least 14 calendar days prior to the planned implementation date of the proposed change. WisDOT may require the Recipient to hold a public hearing prior to WisDOT's determination on its request.
- C. If WisDOT determines that a proposed modification is a "substantive change" to the Transit Management Plan, and if the Secretary approves such a "substantive change," WisDOT shall prepare an amendment to this Contract and forward it to the Recipient for execution. The Recipient may not implement a proposed "substantive change" to the Transit Management Plan until an appropriate amendment to this Contract has been executed by both the Recipient and the Secretary.
- D. If WisDOT determines that a proposed modification to the Transit Management Plan is a "nonsubstantive change," WisDOT shall authorize the Recipient to implement the change, and a formal amendment to this Contract will not be required.
- E. A request by WisDOT to modify the Transit Management Plan must be submitted in writing to the Recipient at least 28 calendar days prior to the planned implementation date of the proposed change. Within 21 calendar days of receipt of such a request, the Recipient shall respond to WisDOT's request. If the Recipient agrees to WisDOT's request, then this Contract shall be modified accordingly and the change shall be implemented.

SECTION VII: WisDOT APPROVAL OF CONTRACTS

If the Recipient contracts for mass transit service with a privately owned system, the Recipient shall send to WisDOT all draft contracts between the Recipient and the Paratransit System. WisDOT shall review such draft contracts and determine their conformance with the provisions of this Contract. Upon written authorization by WisDOT, the Recipient and the Paratransit System may execute such contracts.

SECTION VIII: EFFECTIVE PERIOD

This Contract shall be in effect from January 1, 2016 through December 31, 2016, unless this Contract is terminated by either party prior to December 31, 2016. In the event of such termination, this Contract shall be in effect from January 1, 2016 to the termination date.

SECTION IX: TERMINATION

- A. WisDOT may terminate this Contract at any time that the Secretary determines that the purpose of the urban mass transit paratransit assistance program as expressed in sec. 85.205, Wis. Stats. is not being fulfilled.
- B. The Recipient may terminate this Contract if the Recipient makes a formal application to do so.

- C. Both parties agree that notice of intent to terminate shall be made through "return-receipt certified mail" at least 30 calendar days prior to the proposed termination date.
- D. In the event that this Contract is terminated, WisDOT agrees to reimburse the Recipient for the proportion of expenses listed in Section II.A of this Contract equal to the proportion of the year completed at the time of termination. Eligible costs will be determined in accordance with the provisions of Section II.A of this Contract and sec. 85.20(4m), Wis. Stats.

SECTION X: EXEMPTION FROM REGULATION

For the effective period of this Contract, the Paratransit System shall be exempt from regulation under Ch. 194, Wis. Stats., as provided by sec. 85.20(5), Wis. Stats.

SECTION XI: INCORPORATION OF APPLICATION FOR AIDS

The 2016 operating assistance application for state aid (85.20) and federal aid (Section 5307) is incorporated as part of this contract by reference.

"IN WITNESS WHEREOF the parties have executed this Contract in the manner most appropriate to each."

**STATE OF WISCONSIN
DEPARTMENT OF TRANSPORTATION**

City of Waukesha

By: _____

By: _____

Aileen Switzer, Administrator
Division of Transportation Investment
Management

Name: _____

Date: _____

Title: _____

Date: _____